

# Request for Proposal

## **Benchmark Assessment To provide Immediate Feedback on Student Performance**

**Paul G. Pastorek  
State Superintendent of Education**

**February 19, 2010  
Solicitation Number: 682001-1200021201**



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## **1.0. GENERAL INFORMATION**

### ***1.1 Purpose***

This Request for Proposals (RFP) is issued by the Recovery School District (RSD), a state agency, and for the purpose of soliciting proposals from firms interested in providing a district-wide benchmark assessment system. First, the data provided by periodic district-wide benchmark assessments will help district and school personnel identify strengths and weaknesses at the class and student level. Such data will facilitate teachers' efforts to differentiate instruction across students and to identify areas requiring re-teaching at the class level. Second, the data provided by the formative assessments will assist in professional development planning by identifying strengths and weaknesses at the school and district level.

### ***1.2 Background***

The RSD was created by the state to run schools in the New Orleans area with a history of failing School Performance Scores. These School Performance Scores are largely based on student test scores in grades three through eleven. Rather than trying to merely remediate students after they have failed high stakes tests, the RSD wants to implement a system of assessments designed to allow teachers to make data driven decisions. The data collected from these assessments will be used by teachers to identify specific Grade Level Expectations needing additional instruction prior to state testing.

### ***1.3 Scope of Services***

Attachment I details the scope of services and deliverables or desired results that the RSD requires of the Provider.

The provider shall have sufficient manpower and supplies to facilitate normal operations as well as emergency, extended hours, weekend and holiday work schedules.

## **2.0 ADMINISTRATIVE INFORMATION**

### ***2.1 Expected Time Period for Contract***

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about **July 1, 2010** and to continue through **June 30, 2011**. The State has the right to contract for up to three years upon approval.

## **2.2 RFP Coordinator**

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below.

### **Ms. Ann Kirklin**

Procurement and Contracts

Recovery School District

1641 Poland Avenue

New Orleans, La 70117

Fax: (504) 872-0632

Phone: (504) 373-6200 ext. 20078

Email Address: **ANN.KIRKLIN@RSDLA.NET**

This RFP is available in electronic form at [wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp](http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp) in either PDF or MS Word format, or in printed form by submitting a written request to the RFP Coordinator.

## **2.3 Proposer Inquiries**

The RSD will consider written proposer inquiries regarding RFP requirements or Scope of Services before the date specified in the Calendar of Events. Inquires must include all pertinent contact information, including phone number, fax number, and email address. The RSD reserves the right to modify the RFP should a change be identified that is in the best interest of the Recovery School District.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via fax at (504) 872-0632 by 4:00 p.m. CST on the date specified in the Calendar of Events. Any and all questions directed to the RFP Coordinator will be deemed to require an official response. Official responses to each of the questions presented by the proposers will be sent to all RFP holders.

Only **Ms. Ann Kirklin, RFP Coordinator**, through the Director of Procurement and Contracts, has the authority to officially respond to proposers' questions on behalf of the Recovery School District. Any communications from any other individuals are not binding to the RSD or State.

## ***2.5 Calendar of Events***

<b><u>Event</u></b>	<b><u>Date</u></b>
Advertise RFP Post to LaPac and mail public announcements	February 18, 2010
Deadline for receiving proposer inquiries	March 4, 2010
Deadline for receiving proposer inquiries	March 11, 2010
Issue responses to proposer inquiries	March 16, 2010
Proposal submission deadline by 10:00 A.M.	March 25, 2010
Submit recommended Award of "Successful Proposer" to DOE	April 7 to 16, 2010
Announce Award of "Successful Proposer"	April 16, 2010
Contract negotiations	April 26-May 7, 2010
Contract execution	July 1, 2010

NOTE: The RSD reserves the right to amend, deviate and/or change this Calendar of Events, as it deems necessary.

## **3.0 PROPOSAL INFORMATION**

### ***3.1 Proposal Response Location***

Proposers who are interested in providing consulting services under this RFP should submit a proposal containing the information specified in Section 4.0. The fully completed proposal with original signatures by an authorized representative must be received in hard copy (printed) by the RFP Coordinator designated above by the deadline date specified in the Calendar of Events. Fax or e-mail submissions are not acceptable.

It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not so delivered, will not be considered for purposes of this RFP.

### ***3.2 Minimum Qualifications of Proposer***

Proposers of this RFP must meet the following minimum qualifications:

The Proposer must have a minimum of five years experience in K-12 assessment. This work shall include, but not be limited to, test-item creation and analysis of testing data. The Proposer must also have a minimum of two years experience with at least one other school district in Louisiana.

Provide a brief description of your firm which includes the following:

- Date founded;
- Number of School District Clients;
  - Total Clients;
  - Clients in Louisiana;
  - Number of Clients Lost
- Number of student users annually; and
- Special capabilities and services pertinent to RSD.

### ***3.3 Determination of Responsibility***

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The RSD must find that the proposer:

- ✓ Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance.
- ✓ Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them.
- ✓ Is able to comply with the proposed or required time of delivery or performance schedule.
- ✓ Has a satisfactory record of integrity, judgment, and performance.
- ✓ Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the RSD to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

### ***3.4 RFP Addenda***

The RSD or State reserves the right to change the Calendar of Events or revise any part of the RFP by issuing an addendum to the RFP at any time.

### ***3.5 Waiver of Administrative Informalities***

The RSD reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

### ***3.6 Proposal Rejection***

Issuance of this RFP in no way constitutes a commitment by the RSD or State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

### ***3.7 Withdrawal of Proposal***

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

If the Proposer needs to submit changes or addenda, such changes or addenda shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Changes or addenda shall meet all requirements for the proposal.

### ***3.8 Subcontracting Information***

The RSD shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables referenced in the RFP or proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements; however, they should acknowledge in their proposal total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required for each subcontractor.

Unless provided for in the contract with the RSD, the prime contractor shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of the Recovery School District.

### ***3.9 Ownership of Proposal***

All materials submitted in response to this request become the property of State. Selection or rejection of a proposal does not affect this right.



### ***3.10 Proprietary Information***

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

### ***3.11 Cost of Preparing Proposals***

The RSD is not liable for any costs incurred by prospective proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the RSD or State.

### ***3.12 Errors and Omissions in Proposal***

The RSD will not be liable for any errors in proposals. The RSD reserves the right to make corrections or amendments due to errors identified in proposals by the RSD or the proposer. The RSD, at its option, has the right to request clarification or additional information from the proposers.

### ***3.13 Contract Award and Execution***

The RSD reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offer received. The RSD reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer will become part of any contract initiated by the State.

The selected Proposer will be expected to enter into a contract which is substantially the same as the sample contract included in Attachment IV. In no event is a Proposer to submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer.

If the contract-negotiation period exceeds five days or if the selected Proposer fails to sign the final contract within five business days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

### ***3.14 Code of Ethics***

Proposers are responsible for determining that there will be no conflict or violation of the Louisiana Code of Governmental Ethics, R.S. 42:1101, *et seq.* if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

## **4.0 RESPONSE INSTRUCTIONS**

### ***4.1 Proposal Submission***

Proposals must be received on or before *4:00 p.m.* Central Daylight Savings Time on the date specified in the Calendar of Events. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified.

The proposal package must be delivered at the proposer's expense to:

Procurement and Contracts  
**Attention: Ann Kirklin**  
Recovery School District  
1641 Poland Avenue  
New Orleans, La 70117

The telephone number is (504) 872-0632. It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals which for any reason are not received timely will not be considered.

### ***4.2 Number of Copies***

The RSD requests that ***six copies*** of the proposal be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal should contain original signatures; that copy should be clearly marked or differentiated from the other copies of the proposal.

This copy will be retained for incorporation by reference in any contract resulting from this RFP.

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted.

### ***4.3 Cover Letter***

A cover letter should be submitted on the proposer's official business letterhead explaining the intent of the proposer.

#### **4.4    *Proposal Format***

The Proposer should submit a proposal as specified in Attachment II which shall include enough information to satisfy evaluators that the Proposer has the appropriate experience, and qualifications to perform the scope of services as described herein. Proposer should respond to all areas requested.

#### **4.5    *Certification Statement***

The proposer must sign and submit the Certification Statement shown in Attachment III.

### **5.0    EVALUATION AND SELECTION**

#### **5.1    *Evaluation Team***

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the RSD, which will determine the proposal most advantageous to the RSD.

#### **5.2    *Administrative and Mandatory Screening***

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance will be rejected from further consideration.

#### **5.3    *Evaluation and Review***

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following:

- A. Proposal Evaluation.** Qualifications will be based on information including, but not limited to, the Proposer's proposal documents and feedback from customer references.
- B. Evaluation Criteria.** Qualified proposals will be evaluated on the basis of the criteria listed below and the ability of the proposer to satisfy the requirements of this request in a cost-effective and efficient manner. Factors to be considered include, but are not limited to the following:
  - 1) The Proposer's experience in other settings, especially with other school districts, with providing the types of services requested.
  - 2) The capacity of the Proposer, as judged by the Recovery School District, to successfully implement the program. The judgment will be based on such factors

as the Proposer's commitment, experience of personnel to be assigned to the project, facilities, and evidence of past experience in implementing such programs.

- 3) The Proposer's ability to demonstrate to the RSD that the requirements and implications of the proposed work effort are understood.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring specified in the following table:

Criteria	Maximum Score
1. Firm Capabilities and Qualifications	25
2. Functional and Technical Requirements	15
3. Experience in Louisiana Schools	10
4. Hudson Initiative	5
5. Experience in Other Similar Districts	15
6. Cost of Services	30
<b>Total Score</b>	<b>100</b>

The formula for scoring cost is as follows:

Each proposer will receive a cost score computed as follows:

$$CS = (LPC/PC*25)$$

Where: CS = Computed cost score for Proposer  
LPC = Lowest proposed cost of all Proposers

PC = Proposer's cost

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

**C. Proposal Rejection.** The state reserves the right to reject any and all proposals received from proposers as a result of the RFP.

#### **5.4 *Announcement of Contractor***

The State will notify the successful proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

## **6.0 CONTRACTOR REQUIREMENTS**

### ***6.1 Corporation Requirements***

If the Proposer is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R.S. 12:301-302 from the Secretary of State of Louisiana.

If the Proposer is a for-profit corporation whose stock is not publicly traded, the Proposer shall ensure that a disclosure of ownership form has been properly filed with the the Secretary of State of Louisiana.

### ***6.2 Billing and Payment***

The successful proposer shall submit detailed numbered invoices showing description of items being invoiced, title of project, and all authorized expenses itemized.

Payment will be made only on approval by the Recovery School District. The standard Louisiana Department of Education Professional Service Billing Form must be used by the Contractor for invoicing purpose. Invoices may be attached to the billing form.

Contracts where services are completed by June 30 must submit invoices no later than July 15. Due to funding constraints, funding may be unavailable for payment of services if invoices are not received by this date.

The RSD normally issues payment for merchandise within 45 days from receipt of invoices, provided the goods and/or services have been received satisfactorily and in the proper manner. All discounts must be included in RFP price and should be based on 45-day payment.

All invoices should be submitted in duplicate to:

Attn: Accounts Payable  
Recovery School District  
1641 Poland Avenue  
New Orleans, La. 70117

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## ATTACHMENT I

### SCOPE OF SERVICES

### FUNCTIONAL AND TECHNICAL REQUIREMENTS

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#### 1. Overview

The Recovery School District is soliciting written proposals from experienced suppliers of assessment solutions to provide high quality benchmark tests aligned to the Louisiana Grade Level Expectations (GLEs). Suppliers must have the capacity to create at least 8 district-wide tests per year for each of the following: Math, English Language Arts (ELA), Science, and Social Studies grades 3 through 11. These district-wide tests may be constructed by the provider or constructed by RSD personnel using an item bank that is aligned to Louisiana's Grade Level Expectations (GLEs). Appropriate references must be provided, including at least one Louisiana school.

***Assessment content requirements are as follows:***

- The assessment system must provide an item bank of high quality items aligned to Louisiana's GLEs.
- The item bank must include a minimum of five assessment items for each GLE in the areas of Math, ELA, Science, and Social Studies, including multiple choice, constructed response, and short answer. At least one of the five items should be a constructed response item.
- The assessment system must provide an item bank that contains items appropriate for students taking the LAA2 assessment.
- The assessment system must allow district level personnel to add questions to the entire database, including open ended constructed responses.
- The assessment system should allow for the importation of open ended constructed response questions, provide district personnel the ability to score open ended constructive responses, and incorporate results of these questions into the testing data.
- A minimum of 20% of the Math, Science, and Social Studies, and ELA item bank must include items requiring meaningful visuals interpretation (i.e. charts, graphs, maps, data tables, etc.).
- Color graphics must be distinguishable when printed in black and white.
- Vendors must provide the protocol used to determine validity, reliability, test bias, and alignment to the GLEs.

- The assessment system should be web-based and compatible for both Mac and PC. The web-based system must deliver programming competency, adequate processing speed, and is user friendly for district/ school personnel. In addition, the assessment system should have internal saving capabilities.
- The assessment system must provide teacher tools that allow for test creation and data manipulation for data analysis and academic intervention.
- The assessment system must support the district's ability to disaggregate the data by student subgroups as required by NCLB.
- The assessment system will provide study guides and practice tests for each benchmark assessment in the four content areas. The assessment system will also provide the ability for the district to create study guides and practice tests for each benchmark assessment.
- The assessment system will provide links to lesson plans for use as teacher resources.
- The assessment system will have the capability to import adopted textbook resources.
- The assessment will have the capability to send parent notifications of regarding student performance.
- The assessment system will provide an online assessment comprised of fixed series of questions to be used throughout the school year.
- The selected vendor will allow the district to have a 30-60 day trial period to evaluate the assessment system prior to signing a purchase contract.

***Assessment item requirements are as follows:***

- All assessment items must have a certified Lexile reading level for each reading passage and ELA assessment item.
- All assessment items must be evaluated and aligned with the GLEs, Bloom's Taxonomy, and the level of cognitive difficulty. The test items must be searchable by these categories, either singularly or in combination. The district prefers that the assessment system will also be aligned to National Standards.
- These assessment items, including constructed responses, should simulate questions that students will be expected to master on the high stakes tests, including but not limited to the LEAP, iLEAP, LAA2, and Graduation Exit Exam (GEE).

## **2. Tasks and Services**

### ***Student Assessment Management System***

It is the intent of Recovery School District is to implement a comprehensive management system for student assessments. The proposed system will allow the RSD to accomplish the following goals:

- Pre-Test and Post Test Students
- Diagnostic Assessment of Special Education Students
- Benchmark assessment aligned to curriculum pacing
- Secure access to data based on teacher's and administrator's relationship to students.
- Comprehensive alignment of RSD assessments to curriculum and state standards.
- Classroom Formative Assessments aligned to GLE's

Each of these goals contains a minimum set of functional requirements to guarantee achievement of the RSD goals. Additionally there are security, and experience specifications that must be achieved by the successful proposer.

### ***Tasks and Services requirements are as follows:***

- The vendor must provide, at a minimum, initial professional development, quarterly professional development customized to district identified needs, and ongoing support and/or professional development online.
- The vendor must provide technical support and assistance delivered by knowledgeable, technical representatives in a prompt and effective manner through a 24 hour service delivery model, such as a helpdesk.
- The vendor must provide a professional representative to conduct quarterly meetings with district personnel to discuss data implications to be used for academic decision-making following each benchmark administration.
- The vendor must provide an information technology solution that will interface with JPAMS (RSD's Student Information System) for an immediate update of student and teacher population.
- The vendor must provide an information technology solution that will facilitate a data transfer at least monthly.

### ***Single Platform for Assessment Management***

- Pre-Post Tests, Benchmark Assessments, Classroom Assessments must all be accessible from one application



- The Single Platform must be web-based. No software should be installed on RSD servers to support this application. Users of the system are not required to download any software to operate the application.

Exceptions for downloaded software are noted for scanning operations or secured test client software for labs (described later in specifications). These exceptions do not impact the common user using the platform to build assessments or view data.

- Users will have one user id and password to access all of the functions described in this RFP.
- The RSD will manage one set of student and staff data for all types of assessments included in this RFP
- The System must provide documentation for integrating RSD data with the assessment platform. This would include extraction from student information system and upload via CSV files. Vendor should be able to provide references of successful integration with the J-PAMS system.
- The System must include SIF operations (Student Inter-Operability Framework) as an alternative means of supporting integration of RSD student and staff data.
- Vendor must be able to support custom integration needs via additional consulting if required.

### ***Pre and Post Tests***

- Must be an online assessment to save paper, printing, and labor costs.
- Must be computer-adaptive (to reduce the amount of time to conduct a thorough assessment, and accurately place a student)
- Must provide alignment of results to current Louisiana Grade Level Expectations
- Results must include individual Grade Level Expectation (standards) plans by strand
- Vendor must provide National Percentile Rank with Norm Study less than 4 years old.
- Vendor must be able to demonstrate a predictive relationship between Reading and Math Pre-Test and LEAP and I-LEAP based on paired study of Louisiana students (minimum sample size 2000 per grade level – covering grades 3 to 9)
- Score results must include a Grade Level Equivalence
- Score Results must include an individual score trajectory chart
- Score results must include a Normal Curve Equivalence
- Score results must include performance analysis of each strand at the student's grade level
- Post Test Results must demonstrate level of gains in scale score comparison with standard error measure indicated. Vendor must be able to demonstrate research showing normal expected gains by grade level.

- Results must be accessible from same platform as the benchmark test data.
- All scores should be viewable in color coded bands, based on user definitions. The ranges should be adjustable by assigned personnel in the RSD.

### ***Diagnostic Assessments for Special Education Students***

- Vendor must provide Grade Level Equivalence
- Vendor must provide GLE goals by strand for each student (IEP support)
- Vendor must provide National Percentile Rank for each student
- Test validity must not be affected by the length of time a student takes to complete the assessment. The assessment must be allowed to complete in more than one session within the test window (i.e., if the student doesn't complete the test today, the test can be completed within 7 days without requiring a re-start)
- Gains Reports should be available to demonstrate academic achievement during the school year, independent of starting grade level.
- Score data should be viewable by administrators to include all students, or dis-aggregated to view Special Education participants only.
- The System will provide Study Guides for prescribed skills and support follow up assessment based on individual skills.
- System will have the capability of detecting a lack of effort by the student, and spoiling the test result, so as not to affect aggregate data.
- System will have the capability of allowing any test to be spoiled by an administrator if the administrator deems the data unacceptable.

### ***Corporate Experience Requirements***

- Vendor must currently serve at least 10 districts in Louisiana using their platform for benchmark assessment.
- Vendor must demonstrate a minimum of 3 years of client experience in Louisiana in support of benchmark assessments.
- The National presence of the vendor is also important. The successful vendor must have clients in a minimum of 20 states. A national presence demonstrates an ability to adapt to ever changing requirements in standards based assessments.

### 3. Deliverables

*Deliverables requirements are as follows:*

- The vendor will supply a minimum of eight benchmark tests per year for Math, ELA, Science and Social Studies, grades 3 through 11.
- The vendor will supply test-item-level data files after each district-wide benchmark assessment.
- The vendor will supply one scanner per school site and three scanners for the district office compatible with the assessment system or the assessment system must be compatible with the district's current Brother's scanners.

#### *Professional Services*

- Vendor must provide test creation services. RSD will provide vendor with specifications for benchmark tests and delivery timelines. Vendor will provide benchmark tests of (30 to 35 items) built from the subscribed item banks. Tests will be available for delivery from the assessment platform with all items aligned to required GLE's. References for clients receiving (no less than 3) test creation services must be provided.
- Vendor must provide training services. Vendor will conduct training in the Recovery School District. Training services will cover all operational elements of the assessment platform. Training will allow participants to complete exercises in the system with oversight by the trainer. Travel expense for the trainer must be included in the proposed cost for the training services.
- Vendor must Provide Project Management Services to support the implementation. Consulting services must be provided to assist the RSD in becoming independent in its operations of the assessment platform. Proposals for on-site consulting must include the travel expense of the consultant. An hourly rate for remote consulting must also be available.

### 4. Functional Requirements

The State will review the proposal to determine if the proposal meets all of the application functionality requested and the technical specifications stated. The proposer should provide all the documentation necessary to easily determine technical specifications, requirements, and feature sets.

#### *REPORTS - Reporting Requirements for both Pre/Post Tests and Benchmark Tests*

- Data from assessments must be available in real-time upon completion of scanning or online assessments.

- Data from tests is secured so that only teachers and administrators with teaching and administrative relationship to a student may view any student's data.
- The test results from the benchmark tests must be viewed in the same application as the test results from the Pre-Post Tests. There must not be a separate sign on process to view the results.
- All reports can disaggregate to any defined subset within the first report. This would include building, ethnic group, gender, sub-group, program participant, staff member, class section, etc.
- All data from assessments must be available for export to CSV for RSD storage or import into RSD data warehouse strategy.
- Any report viewed in the system must be available for export to Excel or PDF (or both)
- System must allow user to view results via user-defined, color coded performance bands.

### ***REPORTS – RSD and Building Reporting Requirements for Benchmark Tests***

- Results must include Item Analysis Statistics for any test. This includes percent of correct answers for any items, percent of omitted answers, percent of multiple responses, percent receiving partial credit, distracter frequency, Point Biserial statistics, P Value, Discrimination Index, and Upper/Lower 27% response.
- Raw Scores must be provided for all students
- A re-score function must be available to allow changes to an answer key after a test has been scored, without requiring re-scanning.
- Comparison Reports allowing up to 4 tests to be compared must be supported.
- Reports must be available to see results by GLE (Louisiana Grade Level Expectations).

### ***Classroom Reporting Requirements for RSD, Building and Classroom Assessments***

- The successful vendor must provide classroom assessment as a distinct module from RSD assessments, so that classroom quizzes and tests do not clutter the RSD site.
- Each Classroom Teacher must be provided with a secure and independent view of their classroom assessments. This should be an intuitive portal with an emphasis on the formative assessment value of the system. Classroom reports should include:
  - Test scores
  - Standards reports
  - Response Frequency
  - Item analysis
  - Individual student test data

These reports must be available for the teacher's assessments, as well as RSD mandated common assessments.

- The Classroom Module should allow classroom teachers to create formative assessments and deliver these (via paper or online).
- The classroom assessments have the same options for alignment and delivery as RSD assessments.
- Classroom assessments may be shared between teachers.
- Reports should be in the form of graphs and tables.
- Student score roster allows a link to a student detail report for any student.
- Student detail report provides data on every answer given by the student. Scores reported for each student by test:
  - Percent Correct
  - Raw score
  - # Correct
  - # Incorrect
  - # Omitted
  - Answer selected for each item
- Student detail report provides data on the student's mastery of each standard assessed in the reported assessment.
- Classroom Standards reports will demonstrate the class performance against each standard assessed in the reported assessment.
- Classroom Score Reports will show student scores, and compare the class to RSD, School and Class averages.
- The Classroom Module (or portal) provides a separate table for viewing Classroom and RSD (common) Assessments.
- The Tables for viewing assessment data must allow filtering by subject.
- Teachers should have access to anonymous aggregate data in order to compare class performance on common assessment with the rest of the school and the entire RSD.
- All reports must include a graphical or tabular view, which is color-coded from highest to lowest.

### ***Test Items Delivered and Item Banking with System***

The Vendor must provide a multi-tiered approach for Item Banks. There must be a set of items available for formative assessments to teachers, and a set of banks available only for RSD benchmark assessments.

- Vendor must provide a Reading Item Bank with at least 6,500 items. This bank must include at least 10 reading passages per grade (grade 2 to 10).
- Vendor must provide a Language Arts Item bank with at least 5,500 items supporting grades 2 to 9
- Vendor must provide a Math Item Bank providing at least 11,000 items supporting grades 2 to 12
- Vendor must provide a Science Item Bank providing at least 5,000 items supporting grades 2 to 12
- Vendor's Item Banks must be searchable by Grade Level Expectation (GLE)
- Vendor's Item Banks must be searchable by topic or keyword
- Vendor's Item Banks must be searchable by Grade Level
- Vendor's Items must be identified by Bloom's Level. A minimum of 60% of items in Vendor's banks must be at the Application Level of Bloom's or higher.
  - Vendor must provide additional banks of items for ELA and Math Tests in grades 3 to 9. These banks must contain items written specifically to match requirements expected to be mastered on LEAP and I-LEAP Tests. The items in these banks should provide a complete annual cycle of benchmark tests (3 units). Vendor must provide references of other districts in Louisiana using these items for benchmark tests. System must provide security options to control which personnel in the RSD have access to these (or other) item banks.
  - System must provide Item Banks for RSD Created Items. Items created by the RSD can be stored on the system with searchable fields for standard, Bloom's level, topic (keyword), grade level, etc.
  - Item Banks that have been created by the RSD may be shared (with or without) editing privileges to users, buildings, and other districts' that use the same assessment system. This facilitates collaboration on assessment content with colleagues inside and outside of the RSDs. Item banks are shared as "copies" with or without editing privileges outside of the RSD.
  - System must provide an item editor for creation of items. The item editor must allow creation of new items within a test or an item bank. The item editor must include a full math equation editor.
  - Any Item Bank may be secured for viewing, editing, or selection to individual User ID's. This allows some item banks to be reserved for RSD benchmark assessments, while other banks are available for classroom formative assessments.
  - System must provide a utility to upload items from Textbook Item Banks via Exam-View to system item banks or tests.

Time is of the essence in the performance by the Proposer for the services required by this RFP. Upon award of the contract the RSD and Proposer shall develop and complete a project schedule and set forth milestones.

## **Benchmark Tests**

### ***Test Delivery Requirements***

#### Online Assessment Delivery of Benchmark Assessments

- Online testing must be accessible via Mac or PC, with no software downloads required or servers required.
- An Optional Secure Test Client must be available to administrators. The Secure Test Client may require a download to the operating computer. The Secure Test Client would temporarily disable other applications until the completion of the test (students would not be able to access instant messaging, email, text storage documents, etc).
- Pre-Test instructions may be provided by the Assessment author or manager.
- During the assessment Items may be marked for review. The student will be reminded of marked items after completing the last item, and then return to these items (or any other item).
- Distracters can be marked as wrong by the student, allowing the user to narrow the potentially correct options.
- A review page at the end of the assessment will alert the student to any missing responses.
- The author may authorize the students to see an immediate score result for the assessment just completed.
- Online Assessments may be timed or un-timed.
- Online Assessments may be designated as forward-only where students cannot go back to items they have already answered, or students can be allowed to navigate backwards and forwards through questions.
- Multiple versions of the online assessment may be deployed. Item sequence or answer sequence may be scrambled for enhanced test security.
- “Practice” mode is available where hints or other information can be provided throughout the test.
- Online test and web access must use the VeriSign encryption for security.

### ***Plain Paper Assessment***

- Scanning Utility Software to be downloaded from web-site after signed in. This utility controls interface between scanning hardware, host computer, and the web-based scoring system.
- Test Scanning Operation requires security permission in the system
- Answer Sheets can be generated from the system on plain white paper. These answer sheets may be pre-slugged with identifying student information and test information to improve accuracy.
- Plain Paper answer sheets may include items for teacher subjective scoring of extended response items.
- Plain Paper answer sheets should be readable by a compatible desktop scanner (identified by the vendor) via common imaging technology.
- Scanning interface should be interactive where student names and status should appear as forms are scanned in order to identify errors.
- Scanning interface should identify omitted answers and multiple marks for an item.
- Scanning interface should offer thumbnail capture of answer sheet image for answer choice and student ID verification without removal of the answer sheet from the scanner. The system should then accept updates and corrections to responses from the scanner operator. Scanning interface should support the ability to scan forms from all students in the RSD for a particular test using one login without selecting individual schools.
- Scanning interface should support the ability to search for a student if an invalid student ID is found.
- Multiple versions of the paper assessment may be deployed. Item sequence or answer sequence may be scrambled for enhanced test security.
- Test forms may be multiple pages for a single test.
- Master Test booklets can be generated from the system and printed on compatible printers for duplication.

### ***Technical and Security Specifications***

- System must be encrypted 128 Bit security enabled application.
- Access to student data is limited by relationship to students and authority in organization. RSD administrators may view district information. Building administrators may view building information. Teachers may view information regarding students in their classes.



- Special access may be granted for test development support or scanning support to individuals that would not have access to any student information.
- User can set login limits, such as auto-logout time after inactivity and number of times a login can be entered incorrectly before the system locks the user out for a certain period of time.
- User can specify which times of the day and days of the week staff members can access the system in order to limit access if desired.
- User can specify a certain network or IP addresses which can be used to access the system in order to lock down access if desired.
- ASP web based server farm must be in a secure environment with multiple layers of redundancy and a disaster recovery set up with the appropriate fiber optics.

## ATTACHMENT II

### PROPOSAL INFORMATION

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#### **1. Executive Summary**

This section introduces the purpose and scope of the proposal. It includes administrative information, the response date, proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of 90 days from the date of submission. This section also includes a summary of the proposer's required qualifications and abilities to meet the State agency's overall requirements.

It includes a positive statement of compliance with the contract terms. If the proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The proposer must address the specific language in Section V and submit whatever exceptions or exact contract modifications that their firm may seek to the sample contract. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

#### **2. Corporate Background and Experience**

The proposer should give a brief description of their company, including a brief history, corporate structure, organization, number of years in business, and copies of their latest financial statement.

This section should provide a detailed discussion of the proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from entities, including names and telephone numbers of those references.

#### **3. Proposed Project Staff**

The proposer should provide detailed information about the experience and qualifications of the proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities, and any applicable certifications. This information should also specifically include the role and responsibilities of each person on this project, his/her planned level of effort, his/her anticipated duration of involvement, and his/her on-site availability. Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes.

#### **4. Approach and Methodology**

- Proposer's understanding of the nature of the project and how his/her proposal will best meet the needs of the state agency.
- Proposer should define his/her functional approach in providing the services.
- Proposer should define his/her functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, staffing.

#### **For IT Requirements:**

- Proposer should define his/her functional approach in developing a detailed design reflecting the most effective means of accomplishing system functions.
- Proposer should define his/her approach to implementing this system within the State agency's infrastructure and identifying issues that would prevent or impair implementation or operation across Louisiana state government's heterogeneous environment.
- Proposer should define his/her strategy to position the State to be self sufficient after implementation.
- Proposer should define his/her approach for defining system and data security.
- Proposer should explain how each Task and Service will be performed (this should take into account project phasing, use of tools, technologies, etc.)

#### **5. Administrative Information**

1. Provide a completed Certification Statement as shown in Attachment III, Part B.
2. Discuss any suggested revisions to non-mandatory terms and conditions from Attachment IV, Services Contract.

## Benchmark Assessment

### ATTACHMENT III

#### CERTIFICATION STATEMENT

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The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

**OFFICIAL CONTACT** - The State requires that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly):

Date: \_\_\_\_\_ Official Contact Name: \_\_\_\_\_

A. E-mail Address: \_\_\_\_\_

B. Facsimile Number with area code: (\_\_\_\_) \_\_\_\_\_

C. US Mail Address: \_\_\_\_\_

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Proposer's quote is valid for at least one year from the date of proposer's signature below;
- (5) Proposer understands that if selected as the successful proposer, he/she will have (#) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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**ATTACHMENT IV**

**Please Provide Unit Price and Extended Totals for Each Required Component**

<b>Product</b>	<b>Quantity</b>	<b>Term</b>	<b>Unit Price</b>	<b><i>Extended</i></b>
Pre-Post Test System and Diagnostic Assessments – Includes Resources				
Benchmark Assessment System with All Item Banks				
Pre-Post Test System and Diagnostic Assessments				
Benchmark Assessment System with All Item Banks				
Test Construction Service				
Implementation Consulting from Vendor Project Manager (On Site Days) (Include Travel Cost)				
Implementation Consulting from Vendor Project Manager (Remote Hours of Consulting)				
Training Days (On-Site) in support of Implementation (minimum of 15 persons per class, travel expense included in cost)				
<b>Subtotal – All Required Components</b>				

ATTACHMENT V

**STATE OF LOUISIANA  
DEPARTMENT OF EDUCATION  
CONTRACT**

BE IT KNOWN, the Department of Education, Office of \_\_\_\_\_ of the State of Louisiana (hereinafter sometimes referred to as "State") and \_\_\_\_\_ (*Contractor's name and legal address, including Zip code*) (hereinafter sometimes referred to as "Contractor") do hereby enter into contract with funds provided by the program entitled \_\_\_\_\_, under the following terms and conditions. If federal program(s), provide Catalog of Federal Domestic Assistance Number(s) \_\_\_\_\_.

**1. Scope of Services**

Contractor hereby agrees to furnish the following services: *If the Scope of Services is lengthier than will fit here, it may be attached separately.*

- a.     *Specific goals and objectives:***
- b.     *Deliverables:***
- c.     *Performance Measures: (that are quantifiable and time-bound)***
- d.     *Monitoring Plan: (for adherence to contract requirements and completion of work)***

*(Contracts which do not include each of these requirements will be returned to the respective Office without action.)*

**2. Payment Terms**

In consideration of the services described above, state hereby agrees to pay the Contractor a maximum fee of \$\_\_\_\_\_. Payment will be made only on approval of (*position title-do not enter an individual name*). The standard Louisiana Department of Education Professional Service Billing Form must be used by the Contractor for invoicing purpose.

Contracts where services are completed by June 30 must submit invoices no later than July 15. Due to funding constraints, funding may be unavailable for payment of services if invoices are not received by this date.

If progress and/or completion to the reasonable satisfaction of the agency are obtained, payments are scheduled as follows:

*(Include payment terms here.)*

## Benchmark Assessment

### 3. Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and identified under Federal tax identification number \_\_\_\_\_ (*or Social Security No.*).

### 4. Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice the Contractor shall not have both corrected such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract, provided that the Contractor shall give the State written notice specifying the State's failure. State has the right to cancel this contract upon less than thirty (30) days due to budgetary reductions and changes in funding priorities by the State.

### 5. Termination for Convenience

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

### 6. Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 thru 1526.

### 7. Ownership

Any records, reports, documents, materials, or products created or developed under this contract shall be the property of the State. Any work undertaken by Contractor pursuant to this contract shall be work made for hire, and the contractor hereby transfers and assigns to the State any intellectual property rights, including but not limited to the copyright, in and to any records, reports, documents, materials or products created or developed by Contractor in connection with the performance of this contract. No records, reports, documents, materials or products created or developed under this contract can be distributed free or for profit without explicit written approval from the Louisiana Superintendent of Education.

If the contract is 8(g) funded, all provisions of this ownership clause apply except that upon termination or at the completion of 8(g) funding for a project/program, the State Board of Elementary and Secondary Education (BESE) may approve a contractor's request to retain equipment purchased with 8(g) funds based on the contractor's assurance that the equipment will be used for educational enhancement.

## **8. Assignment of Contract**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## **9. Auditors**

It is hereby agreed that the Louisiana Department of Education Internal Auditors, Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or other auditors representing state or federal government shall have the option of auditing all accounts or records of Contractor which relate to this contract. All copies of audits must be forwarded to the Louisiana Department of Education Internal Audit section.

## **10. Term of Contract**

This contract shall begin on beginning date and shall terminate on ending date. The effective date of this contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. If either party informs the other that an extension of this contract is deemed necessary, an amendment may be prepared by State and forwarded to the other party for appropriate action by the other party, and said amendment is to be returned to State with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment, it will be forwarded to the necessary authorities for their approval.

Notwithstanding the foregoing, in no event shall the total term of this contract, including extensions hereto, be for a period of more than three (3) years.

## **11. Fiscal Funding**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

This contract is not effective until approved by the Department or by the Director of the Office of Contractual Review in accordance with La. R.S. 39:1502. It is the responsibility of the Contractor to advise the agency in advance if contract funds or contract terms may be insufficient to complete contract objectives.



## **12. Discrimination Clause**

Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; Federal Executive Order 11246; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975. Contractor also agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

## **13. Reporting Income to State-Funded Retirement Systems**

If the Contractor is receiving benefits from any State-funded retirement system, the Contractor is responsible for fully disclosing to the State, on or before the effective date of this contract, the existence and amount of such benefits and the date(s) of retirement. Failure by the Contractor to so disclose, or failure to disclose truthfully or accurately, will be grounds for placing the Contractor in default.

If said failure results in the State being liable to any State-funded retirement system for penalties, interest, or repayment of benefits, the Contractor shall be liable to the State for repayment of such amounts.

## **14. Compliance Statement**

The RSD's Procurement Director has reviewed this contractual and/fiscal commitment and certifies that the proposed expenditure complies with all applicable federal and state laws and regulations and the BESE's policies. The designated monitor is aware that he/she is subject to disciplinary or appropriate legal action if their assurance is knowingly in violation of public laws or the BESE's policies.

## **15. Debarment and Suspension Clause**

Contractor receiving individual awards hereby certifies that the organization and its principals are not suspended or debarred from any federal or state program.

## **16. Indemnification & Limitation of Liability**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or

## **Benchmark Assessment**

personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor' where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **17. Fund Use**

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a

## **Benchmark Assessment**

proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

### **18. Applicable Law**

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

### **19. Code of Ethics**

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the Performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

### **20. Severability**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

### **21. Complete Contract**

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

### **22. Order of Precedence**

This contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Proposal.

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***THUS DONE AND SIGNED*** AT Baton Rouge, Louisiana on the day, month and year first written below.

***IN WITNESS WHEREOF***, the parties have executed this Agreement as of this day of date.

**State Agency Signatures:**

\_\_\_\_\_  
Assistant Superintendent

\_\_\_\_\_  
Deputy Superintendent for  
Management and Finance

\_\_\_\_\_  
Deputy Superintendent of Education

\_\_\_\_\_  
Superintendent of Education

\_\_\_\_\_  
President, State Board of  
Elementary and Secondary Education

**WITNESSES SIGNATURES:**

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR SIGNATURE:**

By: \_\_\_\_\_

Tax I.D. # \_\_\_\_\_

Telephone: (\_\_\_\_)\_\_\_\_\_